

Attachment A

DOCSIS Litigation Timeline

December 9, 2004
Rembrandt and Paradvne enter into Patent Sale Agreement

(Ex 1, AOP 67.) Their agreement further states that

June 1, 2006 Charter/Cox/Cablevision I Filed
06-223 TJW (EDTX)
Charter, Cox & Cablevision entities
'819, '858, '627, '631 Patents
Rembrandt accuses DOCSIS 1.0, 1.1, 2.0:
"any DOCSIS compliant CMs and DOCSIS compliant CMTs" infringe (D.I. 859, Ex. 10) (P.I.C.s at 2)

Sept. 13, 2006 Adelphia entities sued
06-1739 REG (SDNY)
(02-41729 REG)
'761, '234, '159, '444 Patents
Rembrandt accused DOCSIS 1.1, 2.0
"the DOCSIS standard infringes four of Rembrandt's patents and, by extension, any cable modem services that debtors performed that were complaint with the DOCSIS standard, which would have been all of them, by implication therefore also infringed."
11/14/06 Status Conf. Tr at 6:10-15 (D.I. 859, Ex. 11.)

Oct. 13, 2006 Cablevision sued
06-635 GMS (D Del)
Cablevision entities
'819, '858, '903, '627, '631 Patents
Rembrandt accused DOCSIS 1.0, 1.1, 2.0
"Rembrandt alleges that DOCSIS-compliant equipment infringes the '631, '858, '819 and '903 patents."
D.I. 16 at 3 (D.I. 859, Ex. 16.)

ONGOING DESTRUCTION OF KEY PARADYNE INFORMATION

2004 2005 2006

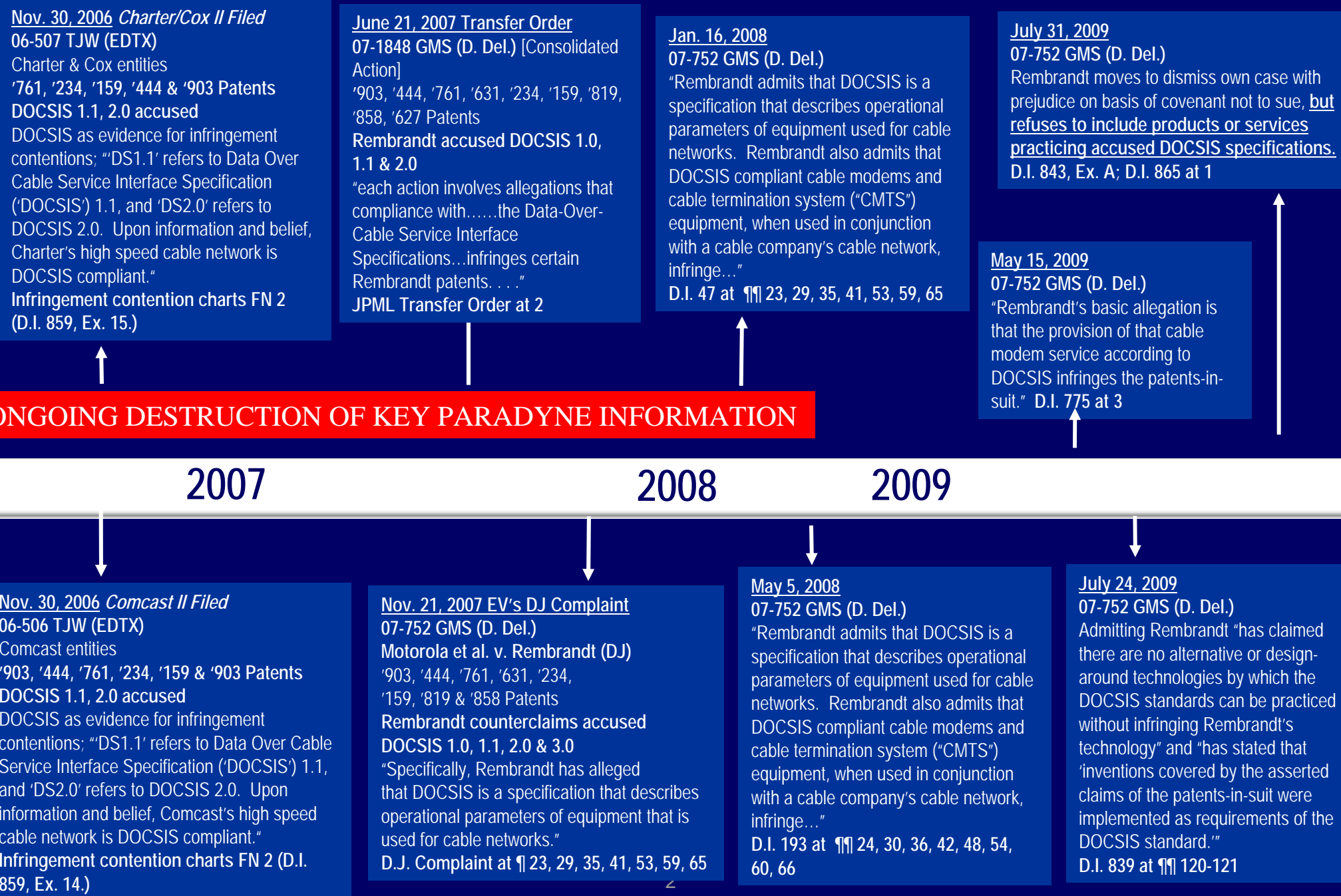
July 2005
Zhone announces acquisition of Paradyne. (Ex. 25, Punda Tr. at 11:11-12:11.)

Sept. 16, 2005 Comcast I Filed
05-443 TJW (EDTX)
Comcast entities
'819, '858, '627, '631 Patents
Rembrandt accused DOCSIS 1.0, 1.1, 2.0
"any DOCSIS compliant cable modems and DOCSIS compliant cable modem termination systems" infringe
P.I.C.s at 2 (D.I. 859, Exs. 6-8.)

June 1, 2006 Time Warner I Filed
06-224 TJW (EDTX)
Time Warner Cable entities
'819, '858, '627, '631 Patents
Rembrandt Accused DOCSIS 1.0, 1.1, 2.0
"any DOCSIS compliant CMs and DOCSIS compliant CMTs" infringe
P.I.C.s at 2 (D.I. 859, Ex. 9.)

Sept. 13, 2006 Time Warner II
06-369 TJW (EDTX)
Time Warner Cable entities
'903, '444, '761, '234, '159 Patents
Rembrandt accused DOCSIS 1.1 & 2.0
DOCSIS as evidence for infringement contentions; "DS1.1" refers to Data Over Cable Service Interface Specification ('DOCSIS') 1.1, and 'DS2.0' refers to DOCSIS 2.0. Upon information and belief, Time Warner's high speed cable network is DOCSIS compliant."
Infringement contention charts FN 2 D.I. 16 at 3 (D.I. 859, Ex. 13.)

DOCSIS Litigation Timeline



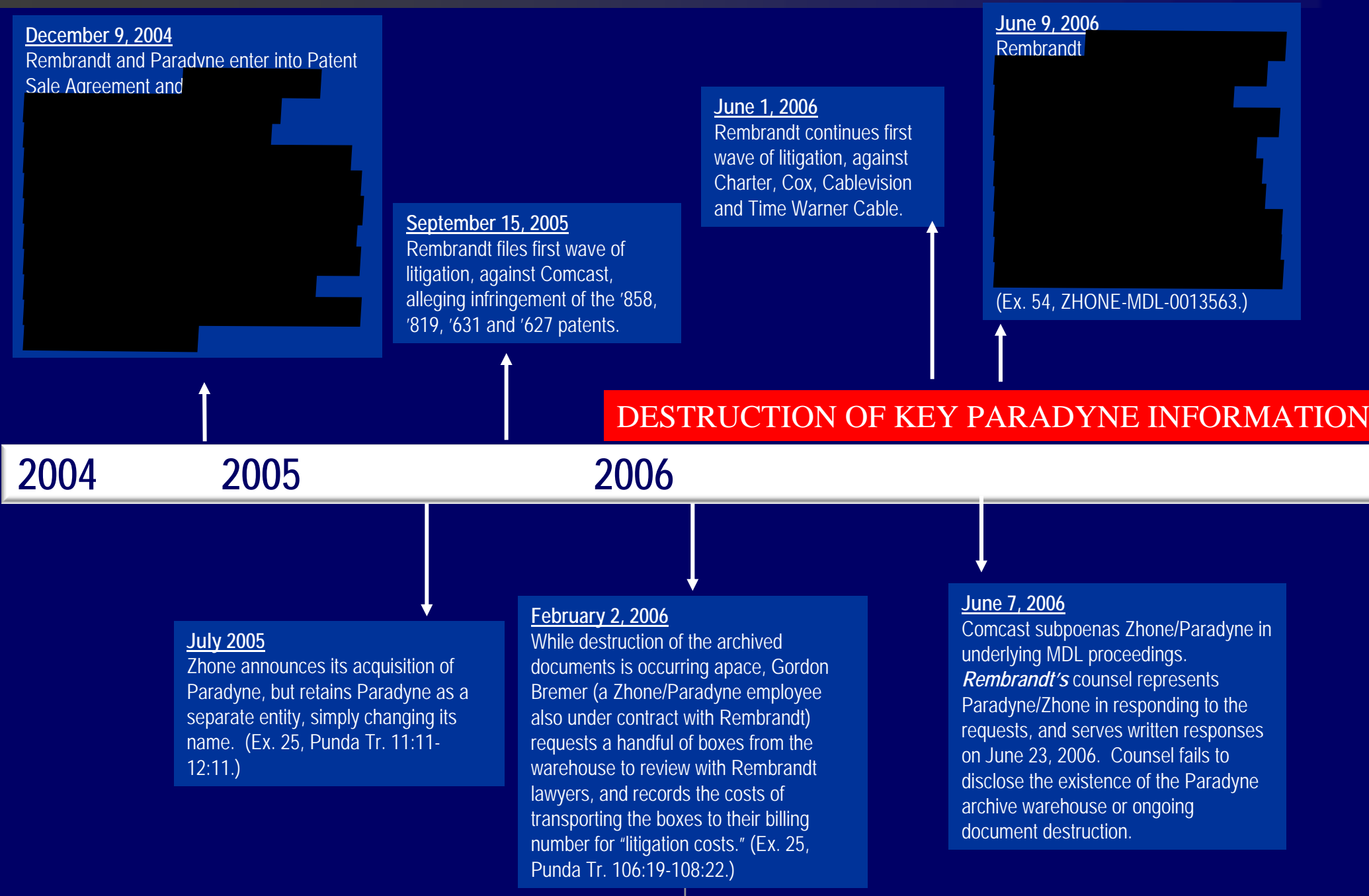
Attachment B

Cast of Characters

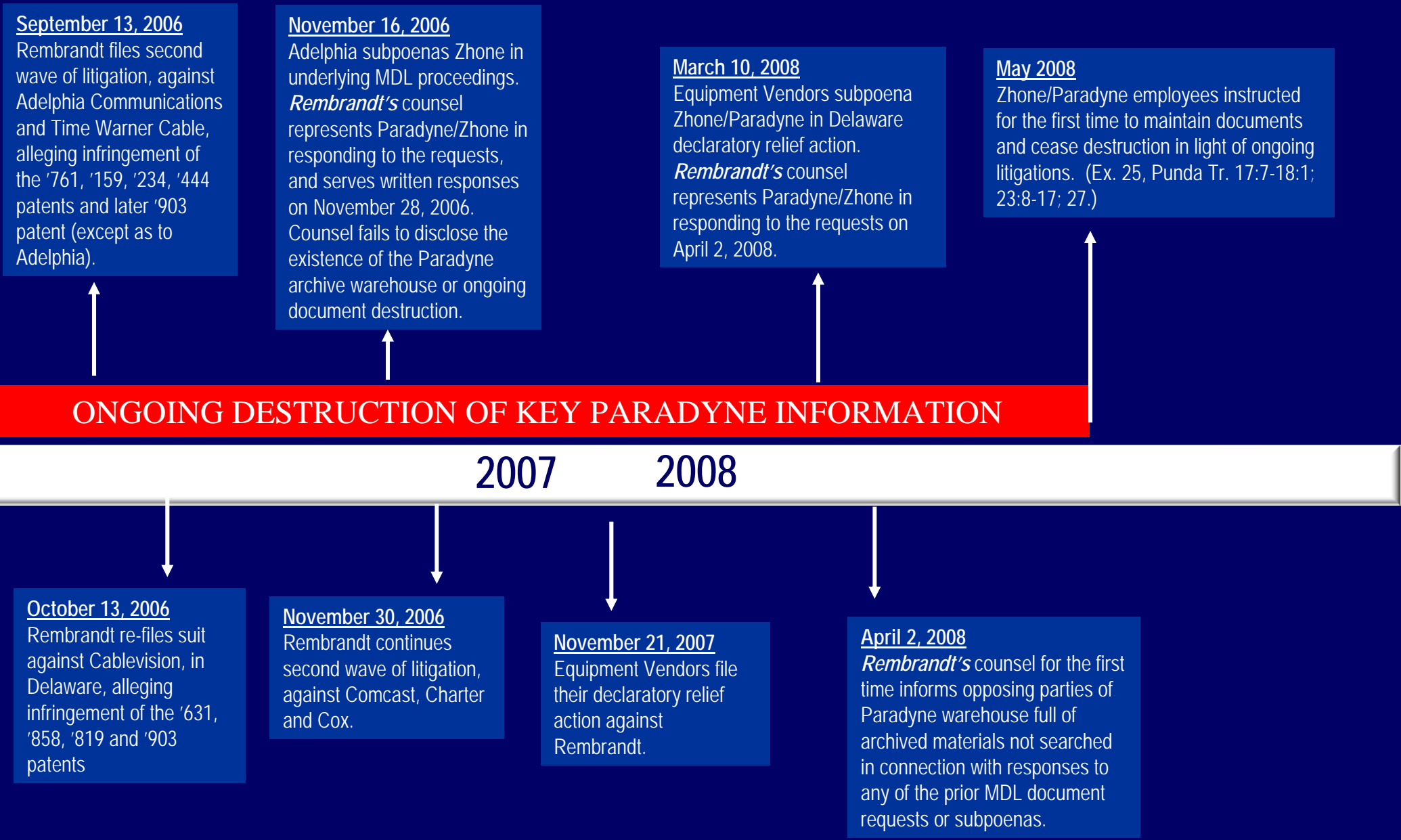
Person	Background
Gordon Bremer (Ex. 6 testimony, Ex. 10)	Former Director of Technology at Paradyne. Ran Paradyne patent program for 30 years, including development and maintenance of patent portfolio. Led Accucom (Compshare) modem development program, including Italtel product line, and signed purchase specifications for Jabil to supply Accucom modems. Received [REDACTED] and contingent interest in litigation's outcome from Rembrandt.
Scott Horstemeyer (Ex. 6 & 9 testimony)	Patent prosecution counsel for Paradyne, member of Paradyne's internal Patent Review Board, and prosecuting attorney for patents-in-suit. Received [REDACTED] and contingent interest litigation outcome from Rembrandt.
Patrick Murphy (Ex. 11 testimony)	Former Paradyne Chief Financial Officer. Participated in patent maintenance decisions, patent licensing and pre-enforcement activities relating to the patents-in-suit. Received [REDACTED] and a contingent interest in the outcome of the litigation from Rembrandt.
John Meli (Ex. 7 testimony)	Former General Counsel, Executive Vice-President and Chief Patent Counsel for Rembrandt.
Paul Castor (Ex. 26 testimony)	Former General Counsel at Zhone, which acquired Paradyne.
Derek Wood (Ex. 15 testimony)	Rembrandt Corporate Counsel. Designated by Rembrandt as a 30(b)(6) witness on various topics relating to Rembrandt and Paradyne.
Linda Punda (Ex. 25 testimony)	Facilities Manager for Paradyne before and after acquisition by Zhone. Designated by Zhone/Paradyne as 30(b)(6) witness on document destruction topics.
Kirk Misaka (Ex. 32 testimony)	Zhone Chief Financial Officer. Testified re Zhone/Paradyne agreement.
David Misunas (Ex. 16 testimony)	Zhone Vice President of Business Development. Designated by Zhone/Paradyne as 30(b)(6) witness on various topics.
Joseph Chapman (Ex. 30 testimony)	Former Paradyne engineer and named inventor on the '444 patent. Hired by Rembrandt. Chapman contacted Patrick O'Horo before his deposition and told him to destroy his documents.
Kurt Holmquist (Ex. 38 testimony)	Former Paradyne engineer. Named inventor on '159, '234 & '444 patents.
Patrick O'Horo (Ex. 30 testimony)	Former Paradyne Hardware Engineer who worked on the development of the Accucom and Comsphere product lines, which gave rise to on-sale bar issues with the '159 and '234 patents. Contacted before his deposition in this case by Rembrandt consultant and told to destroy his documents.
Adam Weinstein (Ex. 56 testimony)	Former General Counsel for Hotwire Communications. Contacted by Rembrandt when it was seeking to sell rebranded cable modems.

Attachment C

Spoliation Timeline

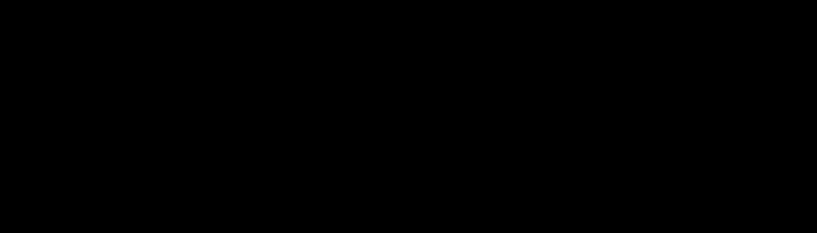
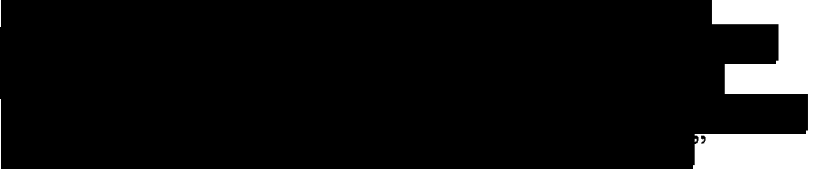



Spoliation Timeline









Attachment D

Rembrandt Claims That There Is A Lack of Documentary Evidence To Support AOPs' Defenses (After Spoliating Documents And Trying To Eliminate Its 2004 Contractual Rights To Control Paradyne Documents)

Date	Response	Statements
6/5/09	Rembrandt's Response Letter to AOPs' Letter Requesting Permission to File Summary Judgment	
11/14/08	Rembrandt's First Supplemental Response to Interrogatory No. 4	
11/14/08	Rembrandt's First Supplemental Response to Interrogatory No. 6	
3/2/09	Rembrandt's Second Supplemental Response to Interrogatory No. 3	"Rembrandt does not have possession, custody, or control of the source code and other technical documents for the products, thus, without source code and/or other technical documents, or other sufficient information, Rembrandt is unable to determine whether these products practice or practiced any claims of the '159 patent" [statement also made with respect to '234 patent]
3/2/09	Rembrandt's Second Supplemental Response to Interrogatory No. 3	"Rembrandt does not have possession, custody, or control of the source code, circuit diagrams, and other technical documents for the products, thus, without such source code, circuit diagrams, or other technical documents (and/or DOCSIS certification as described above), or other sufficient information, Rembrandt is unable to determine whether these products practice or practiced any claims of the '903 patent" [statement also make with respect to '444, '631 and '761 patents]
3/2/09	Rembrandt's Second Supplemental Response to Interrogatory No. 3	"Based on the information in Rembrandt's possession, custody, and control, Rembrandt is unable to determine whether any Paradyne products practice or practiced any claim of the '858 patent." [statement also made with respect to '819 patent]

Rembrandt Claims That There Is A Lack of Documentary Evidence To Support AOPs' Defenses (After Spoliating Documents And Trying To Eliminate Its 2004 Contractual Rights To Control Paradyne Documents)

Date	Response	Statements
5/8/09	Rembrandt's Response to Interrogatory No. 18	
5/8/09	Rembrandt's Response to Interrogatory No. 19	
5/8/09	Rembrandt's Response to Interrogatory No. 19	
5/8/09	Rembrandt's Response to Interrogatory No. 19	
5/8/09	Rembrandt's Response to Interrogatory No. 19	
5/22/09	Rembrandt's Second Supplemental Response to Interrogatory No. 6	

Attachment E

DESTROYED DOCUMENTS CATEGORIES

Document Type	Paradyne Storage Sheet Bates Numbers	Exemplary Relevance
Contract documents relating to sales to customers for the period 1985-1991 (Punda 134:7-135:8)	Zhone-MDL 44194-44233	35 U.S.C. § 102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Purchase Orders for Paradyne's sales to <i>all</i> companies (<i>i.e.</i> , those beginning with letter A to those beginning with the letter Z) from 1985-1992 (Punda 143:18-144:19; 131:13-132:21)	Zhone-MDL 44692; 46642-47	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Purchase orders for Paradyne from 1989 through 1995 (Punda 139:22-140:2)	Zhone MDL 44935-36	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Shipping Records for Paradyne's products for 1/88-12/90 (Punda 133:9-24)	Zhone-MDL 46688	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Contracts with companies from A to Z, spanning from 1984-1999 (Punda 154:14-155:22)	Zhone-MDL 46838-839;	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Contracts from 1990-1993 for channel connectivity products (Punda 142:12-19)	Zhone-MDL 44959	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice, Knowledge and Existence Of Prior Art
Sales Contracts Documents and Master Contracts, A-Z Organizations, for 1980-May 1993 (Punda 145:16-146:21)	Zhone MDL 44974-75;	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice

DESTROYED DOCUMENTS CATEGORIES

Document Type	Paraydne Storage Sheet Bates Numbers	Exemplary Relevance
AT&T Contracts up to 2/12/92	Zhone-MDL 44973	102(b) Offers for Sale and Sales Bars; License and Reasonable Royalties
Intellectual Property Dept. Contracts For Customers Including for 1990- 92 (Punda 129:17-131:12)	Zhone-MDL 46628-29	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues re Best, Mode, Conception & Reduction to Practice; Licenses; Reasonable Royalties
OEM contracts and Agreements including from 1985-1999 (Punda 151:11-16; 151:20-152:6)	Zhone-MDL 46801-802; 46540; 46619- 20;	102(b) Offers for Sale & Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues re Best Mode, Conception & Reduction to Practice
MRO (Material Requisition Order) & Procurement Purchase Orders (including Jabil purchase orders for 1990-1991) and Contracts & Manufacturing purchasing reports (Punda 68:13-69:2; 70:8-71:6; 70:11-19; 71:11-73:25)	Zhone-MDL 44804-44830 47295;47315- 47323; 46514- 46528; 46594- 46607; 46631- 46635; 47316- 47323;	102(b) Offers for Sale and Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues Best Mode, Conception/Reduction To Practice
Purchasing records for 1/91-12/99	Zhone-MDL 46344	102(b) Offers for Sale & Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Product cost manufacturing and inventory information from 1991 (Punda 136:22-137:25)	Zhone-MDL- 44898-99; 46428;	102(b) Offers for Sale & Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Accounts receivable for 1980-1991, 1996-1999 (Punda 149:9 -149:20; 153:8-22)	Zhone-MDL 45290-45297	102(b) Offers for Sale & Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Account Reconciliations for 1990 (Punda 65:6-66:13; 74:1-14)	Zhone-MDL 47287; 47234;	102(b) Offers for Sale & Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice

DESTROYED DOCUMENTS CATEGORIES

Document Type	Paraydne Storage Sheet Bates Numbers	Exemplary Relevance
Accounting Records from 1989-1993 (Punda 121:24-123:4; 138:1-18; 166:8-13)	Zhone-MDL 46382-83; 46385-89; 46422; 44918	102(b) Offers for Sale & Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Accounts Payable for 1983-91	Zhone-MDL 46335; 46339; 46404	102(b) Offers for Sale and Sales Bars (e.g., Jabil); Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Auditors reports dating from 1991 through 1992. (Punda 126:11-19)		102(b) Offers for Sale and Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Inventory turnover from 1988 to 1993 (Punda 124:1-6; 136:20-137:16)		102(b) Offers for Sale and Sales Bars; Inequitable Conduct
Sales journals and journal entries dating from 1989 to 1993 (Punda 125:20-119:126:4; 68:6-12)	Zhone-MDL ; 47294; 46423;	102(b) Offers for Sale and Sales Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Business development strategies and records for 1989-1992 (Punda 138:19-139:4)	Zhone-MDL 45118-45133	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Reasonable Royalty & Licensing Practices
Distribution agreements from 1990-2000 (Punda 70:8-20)	Zhone-MDL 47309; 47139	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct
Engineering drawings dated 1990-2005. (Punda 118:18-120:5)	Zhone-MDL 46216	Invalidity issues including Best Mode, Conception/Reduction To Practice

DESTROYED DOCUMENTS CATEGORIES

Document Type	Paradyne Storage Sheet Bates Numbers	Exemplary Relevance
Contracts from the legal department spanning from 1984-1999 referring to agreements and miscellaneous files. (Punda 154:14-155:22)	Zhone-MDL 46838-39	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Legal files from 1992 to 1998, including records that related to inventor William Betts and former Paradyne Executive Director of Technology Gordon Bremer. (Punda 140:5-14; 141:7-25)	Zhone-MDL 44956	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice, Knowledge and Existence Of Prior Art; Reasonable Royalty Remedies; License Defenses
Accucom on-line product documentation existing before and archived on 2/14/92 (Punda 160:5-161:9)	Zhone-MDL- 46983	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Technical Publications Including For Accucom 3810, including materials archived in 1992 & software abstracts (Punda 156:19-160:4)	Zhone-MDL 46899-47030	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice
Description of royalties for the period of May to June 1997. (Punda 133:4-8)	Zhone-MDL 46683;	Reasonable Royalty Remedies; License Defenses
Licensing and Royalty agreements dated 1991 through 1992 (Punda 129:17-131:12)	Zhone-MDL 46628-	License Defenses; Reasonable Royalty
Legal invoices and documentation re patent prosecution firm, Thomas, Kayden, Horstemeyer, and Risley, for 2000 to 2002. (Punda 154:1-10)	Zhone-MDL 46816	Inequitable Conduct & Unclean Hands, including Fraudulent Patent Revival Scheme

DESTROYED DOCUMENTS CATEGORIES

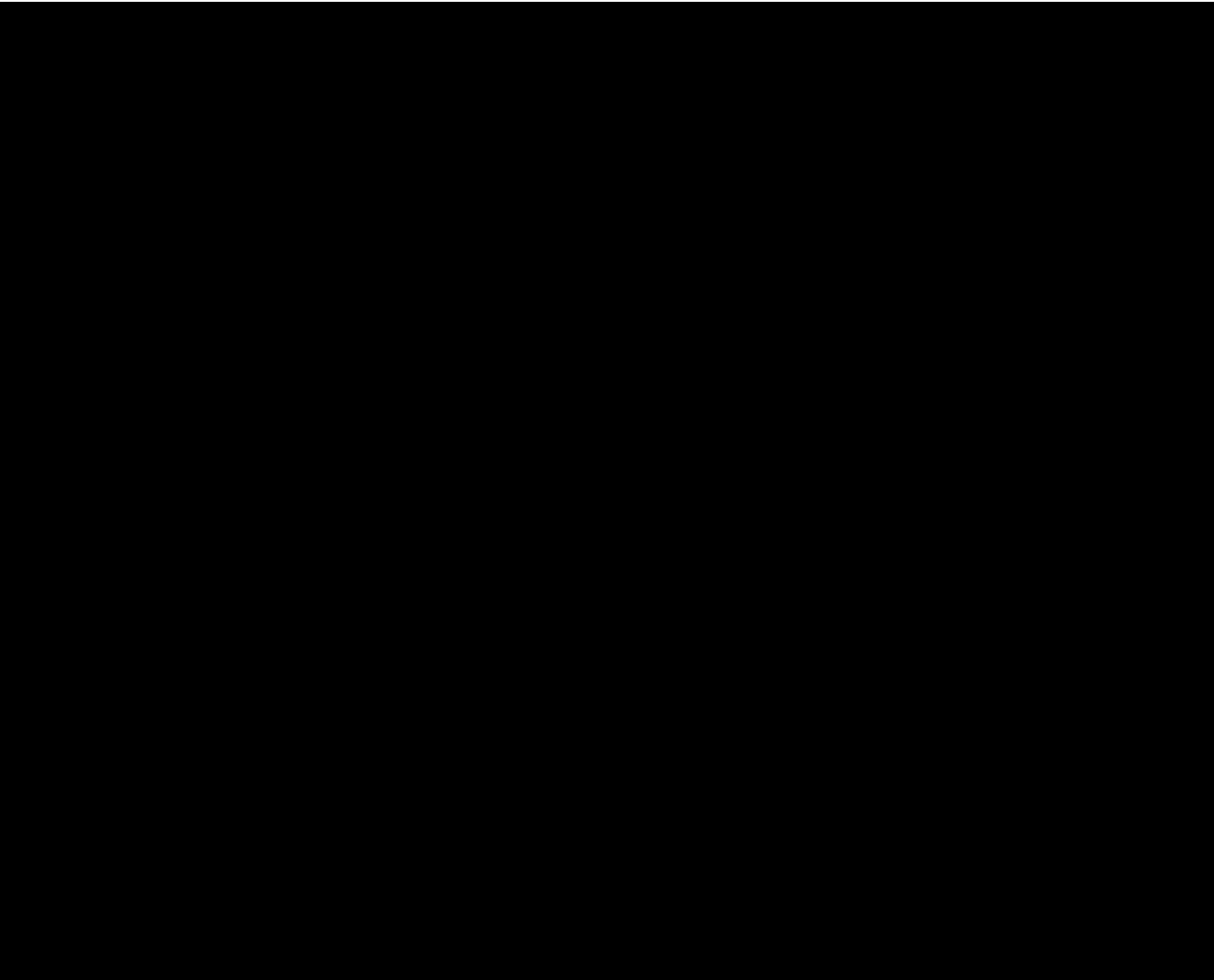
Document Type	Paradyne Storage Sheet Bates Numbers	Exemplary Relevance
Various Patent Prosecution & Patent Files of Paradyne's Patent Law Dept. and Patent Legal Assistant Arlene Cook (Punda 110:13-117:21)	Zhone-MDL 46300-46306	Inequitable Conduct
Law department documents, including numerous contracts, distribution agreements; license agreements, purchase orders and sales agreements (Punda 142:8-143:17; 162:8-19; 163:14-164:5;)	Zhone-MDL 44954-44957; 44961; 46565- 46570; 46892- 46897; 47049; 47056; 47139;	102(b) Offers for Sale, Sales, and Public Use Bars; Inequitable Conduct; Invalidity and Unenforceability Issues relating to Best Mode, Conception & Reduction To Practice; Reasonable Royalty Remedies; License Defenses
Sales records for 1991 for sales from Largo, Florida to distributors (Punda 146:22-22)	Zhone-MDL- 44989-90	102(b) Offers for Sale & Sales Bars; Inequitable Conduct
1992 Sales Order Worksheets (Punda 148:4-11)	Zhone-MDL 45031-45039	102(b) Offers for Sale Sales Bars; Inequitable Conduct
Standards Groups Documents	Zhone-MDL 45040-45042	Standards issues
Business Development Documents, from 1989-1995, including re U.S. Robotics from 1995 and various negotiations	Zhone-MDL 45121-45153	Licensing & Reasonable Royalty Issues; 102(b) Offers for Sale and Sales Bars; License & Reasonable Royalty Remedies

Attachment F

HIGHLY CONFIDENTIAL/SUBJECT TO PROTECTIVE ORDER

Attachment F -- AOPs' Fair Estimate Of Fees And Costs

Pursuant to Federal Rule of Civil Procedure 54(d)(2)(B)(iii) and the corresponding Advisory Committee Notes, AOPs provide the following fair estimate of the attorneys' fees and costs incurred for counsel representing the parties set forth below and their expert fees and costs.



¹ On October 15, 2009, the United States Bankruptcy Court for the Southern District of New York issued a preliminary ruling indicating that the Charter entities' Joint Plan of Reorganization would be approved and that an order to that effect will be entered in the next few weeks. The Charter entities expect to emerge from bankruptcy shortly thereafter and move to reopen the Rembrandt MDL as to the Charter entities.

HIGHLY CONFIDENTIAL/SUBJECT TO PROTECTIVE ORDER

